January 9, 1992

INPUT CORPORATION Atrium at Glenpointe 400 Frank W. Burr Blvd. Teaneck, NJ 07666

Attn. Mr. Thomas O'Flaherty

Dear Sir:

This is an Agreement between INPUT, as an independent consultant, and International Business Machines Corporation (IBM).

DEFINITION OF SERVICES AND DELIVERABLES

INPUT shall perform work that will result in deliverable items as specified in Attachment 1, "Services and Deliverables, a Market Forecast and Analysis of the Professional Services Sector."

TERM OF SERVICE AND COMPENSATION

INPUT's services shall begin on February 14, 1992 and shall be completed by September 30, 1992.

IBM shall pay you a fee for your Services, payable as follows:

- \$41,000 is due and payable upon your execution and return of this Agreement.
- \$41,000 upon completion of the Services and IBM's acceptance of the Deliverables.

If, for any reason beyond your control, including termination, death or inability to perform, you do not complete your Services, IBM shall pay you a pro rata share of the fee measured by the percentage of the Deliverables which are completed and delivered to IBM.



IBM shall reimburse you for your reasonable and actual telephone and travel expenses authorized in advance in writing by IBM, for which you shall submit monthly invoices to IBM with evidence of such expenses.

CONFIDENTIAL INFORMATION

"Confidential Information" means both the Deliverable, including drafts and associated materials, and information that IBM identified as confidential and discloses to you, if any. It does not include information that rightly becomes public, or that you otherwise know or receive without obligation of confidence. For a period of five (5) years from the date of this Agreement, you shall hold all Confidential Information in trust and confidence for IBM and not use any Confidential Information other than for the benefit of IBM.

You may make a reasonable number of copies, not to exceed (5) in number of any writings, documents or other media containing such Confidential Information, for purposes of performing services under this agreement.

You may disclose Confidential Information only to those employees whose services you use in your performance of this Agreement and who agree in writing to be bound by IBM to the same extent as you, except that they shall not disclose Confidential Information to anyone. If any medium containing any Confidential Information is lost, you shall promptly notify IBM. Upon completion or termination of your Services, you shall deliver to IBM all media containing any Confidential Information.

You agree to secure all writings, documents and other media that embody such Confidential Information in locked files at all times, when not in use, to prevent its loss of unauthorized disclosure and to segregate such Confidential Information form the material of others.

You warrant that the information and the Deliverables provided by you to IBM are not confidential to you, and none of such information or the Deliverables are confidential or proprietary to any third party.

RIGHTS IN DATA

All Deliverables shall be deemed to be works made for hire and shall belong exclusively to IBM. If by operation of law any of the Deliverables are not works made for hire, then you agree to and hereby assign to IBM the ownership of such Deliverables. IBM may obtain and hold in its own name



copyrights, registrations, and other protection that may be available in Deliverables, and you shall provide any assistance required or requested by IBM to perfect such protection.

You may include in the Deliverables only pre-existing materials that are owned or licensable by you. You shall identify any such materials upon delivery of the Deliverables to IBM, and you hereby grant to IBM (1) an irrevocable, nonexclusive, worldwide, royalty-free license to use, execute, reproduce, display, perform and distribute (internally and externally) copies of, and prepare derivative works based upon, such materials, and (2) the right to authorize others to do any of the foregoing.

You may publish, with IBM's prior written approval, information resulting from your Services, but only in a manner that preserves IBM's copyright, registration, and other protection in the Deliverables. IBM's approval, if granted, may be conditioned on your making changes in text or reasonable delays in publication to protect Confidential Information, Inventions, or other interests of IBM.

You warrant that the Deliverables are your original works under this Agreement and that no part of them is protected by any right of any third party, except to the extent you are licensed under such right to include such part in the Deliverables.

 FORMER EMPLOYEES OF THE DEPARTMENT OF DEFENSE OR ARMED FORCE

You warrant that no individual who is a former officer or employee of the Department of Defense (DDD) who: left DDD service on or after April 16, 1987; and served in a civilian position for which the rate of pay for GS-13; or served in the Armed Forces in a pay grade of 04 or higher; shall be employed or compensated for services rendered under this Agreement within two years after they left service in DDD, without specific written approval of IBM. If you request such approval, you agree to provide IBM with any information needed to comply with 10 USC 2397 (b) and (c).

GENERAL PROVISIONS

6.1 You warrant that you are and will remain free of any obligations and restrictions that would interfere or be inconsistent with your satisfying your obligations under this Agreement.



- 6.2 You shall do whatever is necessary to enable IBM to comply, and you shall yourself comply, with all applicable laws including the Foreign Corrupt Practices Act, the Immigration Reform and Control Act of 1986, as amended, and those relating to the export of technical data.
- 6.3 You may not subcontract your Services without IBM's written approval.
- 6.4 You shall have an appropriate written agreement with your employees and others whose services you use hereunder that will enable you to comply with this agreement.
- 6.5 IBM may terminate this Agreement or your Services at any time upon ten (10) days written notice.
- 6.6 IBM may, in its sole judgment, consider you an employee in order to comply with tax and employee protection laws, but you shall obtain no rights under IBM's employee benefits plans. Unless IBM notifies you in writing, you shall be solely responsible for complying with all tax and employee protection laws.
- 6.7 This Agreement is our only agreement and supersedes all other agreements relating to your Services. It may be amended only in writing.
- 6.8 You may not use IBM's trademark or trade name, or refer to this Agreement or your Services, in connection with any product, promotion or publication, without IBM's written approval.
- 6.9 New York State law shall govern this Agreement.
- 6.10 The rights and obligations of sections 3, 4, 5 and paragraphs 6.1, 6.2, 6.8 and 6.9 shall survive and continue after any expiration or termination of this Agreement and shall bind you and your legal representatives, successors, heirs and assigns until such rights and obligations expire in accordance with their terms.



If you agree with the above provisions, please sign, date, and return to us the enclosed copy of this Agreement.

Very truly yours,

INTERNATIONAL BUSINESS MACHINES CORPORATION

ER the Reducal

C. R. McRedmond, Manager Market Analysis and Measurements

AGREED TO:

INPUT CORPORATION

J, ___

Title V/CL //P

Date



Attachment 1

Services and Deliverables A Market Forecast and Analysis of the Professional Services Sector

I. OBJECTIVES

IBM is a long-time subscriber to INPUT's Market Analysis Program, which sizes, analyzes, and forecasts the U.S. information services market. The Market Analysis Program analyzes the market in terms of delivery mode (e.g., professional services, software processing, etc.) as well as by market (e.g., vertical markets). The information and analysis is delivered to clients annually in over 20 separate reports.

IBM has found that this method of information delivery is useful; however, IBM needs to bring together into one place all INPUT's information related to the professional services market. INPUT will regroup and re-analyze previously assembled data and analysis to focus specifically on professional services. The reasons for doing so include:

- To produce a finer granularity in market sizing and forecasting, especially for:
 - Professional service delivery submodes by vertical market
 - Leading information service vendors and associated market share by vertical market
 - To identify issues that are driving specific segments of professional services (by submode and/or vertical industries)
- To apply IBM vertical industry segmentation/definitions, where they differ from INPUT's
- To apply IBM's economic assumptions

This kind of re-analysis provides IBM a single-point information source that unites market sizing, forecasting, competitive analysis, and sector trend analyses. IBM has found this deepening of the analysis very useful in the past; IBM has requested that INPUT perform five similar re-analyses of the professional services market since 1987.

Additionally, INPUT will provide IBM with their estimate of the information services revenues by industry for 60 vendors.



II. THE PROFESSIONAL SERVICES MARKET

A. SCOPE

Professional services will be segmented as follows:

- The first cuts will be to segment professional services (including the professional services component of systems integration) and systems operation (platform and applications) into 26 industry groups as described in the IBM-supplied document "Industry Classification Codes".
- Within each industry, the data will be allocated into professional services "submodes":
 - Consulting
 - Software Development
 - Education and Training
 - Systems Operations

Note: The professional service component of systems integration will be allocated among the four submodes above, as well as being separately summarized.

The following information will be supplied by professional services and systems operations for each industry:

- Market size
- Leading vendors and their market share. Note: Generally, INPUT will show specific market share information for five vendors in each industry group or for at least half the applicable market (whichever is larger). Exceptions may occur for small markets and fragmented markets, or where information is not available and/or cannot feasibly be estimated; INPUT will note where such cases occur.
- Other vendors active in a market (listed alphabetically)
- "Up and coming" vendors: i.e., those that may not yet be among the market leaders but have a unique or compelling approach and/or have targeted a particular market, along with a description of their approaches.



INPUT will also provide information on key applications that are provided to each industry. Similarly, INPUT will supply pertinent examples of contracts awarded in particular industries/submodes, based on publicly available information.

A key part in each industry analysis will be a discussion of professional servicesrelated issues. These may include (but are not limited to):

- Trends, technology impacts, etc.
- Reasons for a vertical market being significantly above or below average.
- Reasons for vendor success, vendor strategies, etc.
- In many cases, contract information will be integrated into this section as support for point being made, to illustrate trends, etc.
- Generally speaking, systemic industry trends will not be noted. Exceptions
 are those that directly affect professional services or systems operations processing services (e.g., the upheavals in retail department stores).

Where systems operations issues are different, these will be distinguished and discussed.

In cases where there have been changes to market sizing/forecasts from prior years, this will be noted and the reasons given. (Generally, if the change is significant in terms of size or direction, this will be discussed in the main text; small, technical changes will be explained in a "Reconciliation" section).

The basic source for INPUT's work will be the INPUT 1991 Market Analysis Program reports, data bases, and underlying analyses. INPUT will perform analysis and secondary research as required (for example, to spread and identify professional services revenues of particular vendors) and will also draw on non-proprietary issues, etc., surfaced in related client studies. INPUT will apply estimates, as required, based on its industry experience.

Note: The scope of this project is essentially the same as the 1991. Change include:

- The expansion of IBM's industry groups from 24 to 26
- Vendor revenues will no longer be broken down by submode within industry.
 Total vendor service revenues (professional services, SI & SO) will still be reported by each industry
- The elimination of non-essential published charts (the detailed data will still be on the delivered diskettes)



B. METHODOLOGY

The report will be a combination of quantitative analysis, factual information, and industry knowledge.

1. Quantitative Analysis

- INPUT will create 26 worksheets, one for each major industry sector as defined by INPUT. Each worksheet will contain the following information:
 - A list of the two-digit Standard Industrial Classification (SIC) codes that comprise the industry sector
 - For each INPUT-defined sector, a crosswalk definition of the IBMdefined industry sector
 - An algorithm will be developed for moving the INPUT-defined sector data to the appropriate IBM-defined sector.
 - Where sectors do not match, an allocation factor will be derived from SIC data from the U.S. Department of Commerce and INPUT's judgment of professional services market potential.
 - INPUT will review its logic and rationale with IBM at a progress meeting.
- A computer program will be applied to INPUT's data base to:
 - Delete the INPUT inflation factors from the original INPUT professional services market forecast
 - Execute the algorithms to segment the INPUT data and recast it in the IBM format
 - Apply the IBM-defined inflation factors
 - Create the new forecast data in the format defined by IBM for each of the 26 industry sectors
 - Create the new forecast data for each of the five professional services delivery modes as well as system operations
- INPUT will review all data for reasonableness and make required changes in step 1.



Factual Information

INPUT will assemble the following from its data bases and vendor files:

- Vendors in a particular industry sector, with sizing as reported in INPUTs data bases
- "Up and coming" vendors

Industry Knowledge

INPUT will add its knowledge of the information services industry, professional services, and individual industry sectors throughout the project. Tasks where this knowledge will be applied include:

- Allocation between INPUT-defined and IBM-defined industry sectors
- Review of market size crosswalks
- Allocation of particular vendor revenues across industries
- Allocation of particular vendor revenue across delivery modes.
- Vendor strategies and positioning.
- Identification of applications by industry and mode
- Identification of, and rational for, "up and coming" vendors
- Classification of contracts between "professional services", "systems integration", and "systems operations".
- Issue and trend identification



III. TOTAL INFORMATION SERVICES MARKET

A. SCOPE

During the course of this project, INPUT will assemble information on a list of Information Services vendors in the United States, across all delivery modes from publicly available sources. Information provided on these vendors will be total 1991 information services revenue and 1991 revenue by IBM industry. Delivery mode and submode information is not included under the terms of this project. Cross-industry revenue will be distributed on a best efforts basis to the proper industry based on our understanding of the industries' use of "cross-industry" products and services.

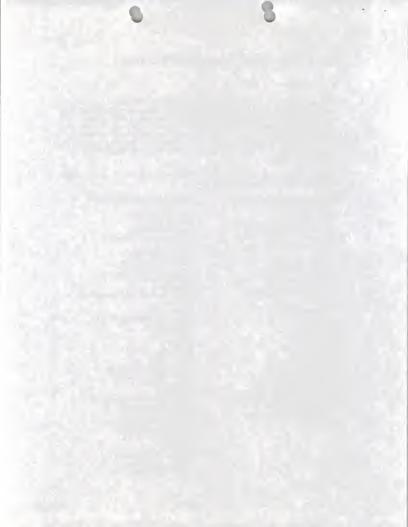
This project has expanded from the 1991 version due to an increase in the number of IBM defined industries from 24 to 26.

Professional Services Vendors

AGS/NYNEX American Management Systems Analysts International Corp. Andersen Consulting Automatic Data Processing Boeing Computer Data Systems Inc. Computer Horizons Corp. Computer Language Research Computer Sciences Computer Task Group Inc. Cycare Systems Inc. Electronic Data Systems Fisery Inc. **HBO Company** Intermetrics Inc. Keane Inc. Lockheed Corp. Logicon Inc. Martin Marietta Corp. National Data Corp. National Education Corp. Policy Management Systems Shared Medical Systems Corp. SHL Systemhouse Inc. Sungard Data Systems Inc. Systematics

Software and Services Vendors

Adobe Systems Inc. Aldus Corp American Software Ask Computer Systems Inc. Autodesk Inc. BMC Software Inc. Boole & Babbage Inc. Borland International Cadence Design Systems Inc. Cognos Inc. Computer Associates International Comshare Inc. D & B Software Goal Systems International Inc. Informix Corp. Interleaf Inc. Intersolv Knowledgeware Inc. Legent Corp. Lotus Development Corp. Mentor Graphics Corp. Microsoft Corp. Novell Inc. On-Line Software International Oracle Systems Corp. Pansophic Systems Inc. Software Publishing Corp. Sterling Software Inc. Sybase Inc. Symantec Corp. System Software Assoc. Inc. Systems Center Inc. Valid Logic Systems Inc.



B. METHODOLOGY

INPUT will consult its internal data bases of information on information services vendors and determine the Information Services revenues of the vendors on the list supplied by IBM. Revenues for these vendors are in the dat base segmented by INPUTs industry definitions. The crosswalk used in section II, Professional Services Market, will again be used to convert the INPUT defined industries to IBM defined industries.



IV. DELIVERABLES

IBM will receive the following deliverables in the course of the study:

- A presentation of findings
- Hard copies of the presentation version of the findings
- Hard copies of the report in a format agreed to by INPUT and IBM
 - Two in loose-leaf binders
 - One unbound
- A 5 1/4" and a 3 1/2" diskette in Lotus 1-2-3 format, containing the data used to produce the tables (for internal IBM use only)

The report will be organized as follows:

INTRODUCTION

Objectives

Scope Methodology (General and for this study)

Definitions

Reconciliation

PROFESSIONAL SERVICES MARKET OVERVIEW

Industry Forecasts

Delivery Mode Forecasts

Key Applications

Major Vendors

Discussion of Systems Operations

INDUSTRY FORECASTS (26 sections, one for each industry)

Forecast by Delivery Mode and Submode

Vendors

Leading vendors and market share

Other vendors

"Up and coming" vendors

Issues and Trends

Applications

Contracts

CONCLUSIONS

Key Opportunities

Major Competitors

APPENDIX

Full Market Forecast Tables

Information Service Revenues by Industry

INPUT will also be available for telephone consultation on the report's contents for eight weeks after the delivery of the report. (Telephone consultation will be with a single contact person within IBM.)



V. SCHEDULE

The following schedule shows the tasks to be performed, by week; this assumes authorization by February 14, 1992. Market sizing and forecast data would be available in week 8. INPUT anticipates that an initial presentation of materials will be available 12 weeks after INPUT begins work. Progress reviews are scheduled in weeks 4, 8, 15 and 16.

Week	Task
0	Project authorization by IBM
1	Project begins; IBM supplies economic assumptions, a list of IBM defined industry categories, and a list of the 60 vendors chosen for full IS revenues by industry.
1-3	INPUT establishes industry crosswalk rationale. INPUT assembles contract examples INPUT makes first cut of leading professional services firm revenue by industry.
4	Progress review meeting; INPUT reviews methodology with IBM
5.	INPUT adjusts and applies crosswalk methodology to data base.
6-9	INPUT performs the following: - Leading vendor data "unpacked" by mode - Secondary and "up and coming" vendors identified and sized - Application information assembled and reviewed - Issues and trends identified by industry
10	Sample industry segment report prepared by INPUT and reviewed with IBM for content and format.
12	INPUT delivers initial vertical industry sizes and forecasts.
13-16	INPUT prepares remaining industry segment reports
17-19	INPUT prepares a chart showing the IS vendors (up to 60 - IBM's choice) in the U.S. with revenues segmented by IBM industry).
20	INPUT makes the presentation to IBM for IBM's comment, and delivers a copy of the draft report for IBM's review.
21	IBM and INPUT review report.
23	INPUT delivers a revised presentation to IBM.
25	INPUT delivers loose-leaf and unbound copies of the final report to IBM.
26	INPUT is available for consultation by telephone on facts/issues raised in the report.
9/30/92	INPUT delivers an update version of the computer diskettes showing revised forecasts for 1992-1997.

INPUT



PROJECT WORK STATEMENT

CLIENT I BM	DISTRIBUTI
CLIENT IBM Sps. Sector.	CONTRACT FILE
CONTRACT: ATTACHED TO FOLLOW \(\) LETTER VERBAL \(\)	LIBRARY FILE
PROJECT LEADER TOP PROJECT CODE 4015	NEW JERSEY
DATE STARTED 1/3/92 PLANNED COMPLETION DATE 10/15/92	INPUT LTD.
LEVEL OF EFFORT(Professional Man Days)	Originator
TOTAL CONTRACT VALUE: \$ or b 80 000	- ·
REVENUE DISTRIBUTION (% or \$) INPUT US/OD. INPUT LTD	** ;·*
REIMBURSABLE EXPENSES: NO	SHEILA (Y&Z on
YES_ <u>W</u> _	BINDER COPY
EXF. BUDGET TO COVER: TRAV: TELE: RPT. PREF.:	Date Typed
BILLING SCHEDULE DESCRIPTION On half at signing one half expenses at amplition	
PROJECT DESCRIPTION Reallocation of the INPUT factorst wife IBM Market sectors, segment Ulador revenues by IBM industry.	
INDICATE TYPE OF WORK: REPORT PRESENTATION NO NO	
ACCOUNTING USE ONLY: ENTERED ON CURRENT PROJECT LIST	



Whole project

* Month Ends ** Working Days/() UK Activity **ESDs** FEB 2/21 19(20) JAN 1/24 MAR APR MAY JUN DEC 12/31 25(26) JUL 7/24 19(20) AUG 8/21 SEPT 9/25 OCT 10/23 20 NOV 11/20 20 Project TOTAL 3/27 25 4/24 20 (18) 5/22 20(19) 6/26 Leader 17 253 Prog/Proj Code At/ESD Ywa(k 13/10 VandorID/Sizery Anty 16/16 2 5 Contracks 6/3 Jakanal Rev TOF 5/5 z Rept Prep 912 4/3 4 aust. 4/5 2 2 Oct desketter

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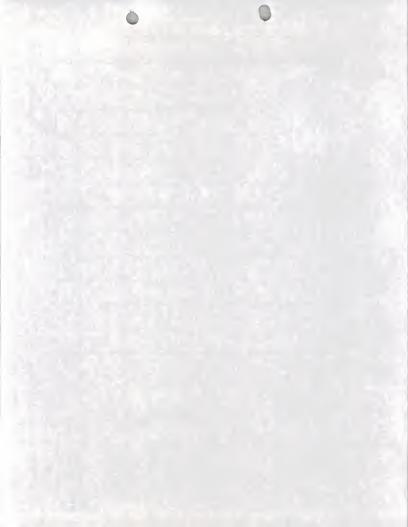
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	Actual	ESMO	Accomplish	Plan	Actual	ESMD	Accomplish	Plan			
BUDGET	0.0	0.0	0.0	0.0	0.0	0.0	0.0	41.0			
100 O'Flaherty, Tom	0.0	0.0	0.0	0.0	1.1	1.1	1.1	0.0			
414 Ponnwitz, Joanne	0.5	0.4	0.4	0.0	27.7	20.8	20.8	0.0			
483 Goff, Chase	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0			
506 McGann, John	0.0	0.0	0.0	0.0	22.1	22.1	12.2	0.0			
523 Tayler, Doug	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0			
20 Research	0.5	0.4	0.4	0.0	51.1	44.1	34.3	41.0			
414 Ponnwitz, Joanne	0.0	0.0	0.0	0.0	2.4	1.8	1.8	0.0			
30 Client Support	0.0	0.0	0.0	0.0	2.4	1.8	1.8	0.0			
43 Black, Doug	0.0	0.0	0.0	0.0	0.3	0.0	0.0	0.0			
441 Wade, Calvin	0.0	0.0	0.0	0.0	1.8	0.0	0.0	0.0			
444 Jeris, Andrea	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
559 Boyle, Joanne	0.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0			
599 Trabucco, Anna	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
621 Anderson, James F.	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
809 Norman Temporaries	0.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0			
60 Research Production Support	0.0	0.0	0.0	0.0	3.8	0.0	0.0	0.0			
559 Boyle, Joanne	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
70 General Administration	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
YN-I15 Custom - IBM	0.5	0.4	0.4	0.0	57.4	45.9	36.1	41.0			





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414 Ponnwitz, Joanne	2.8	2.1	2.1	0.0	27.2	20.4	20.5	0.0			
483 Goff, Chase	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0			
506 McGann, John	1.4	1.4	1.4	0.0	22.1	22.1	12.2	0.0			
523 Tayler, Doug	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0			
20 Research	4.2	3.5	3.5	0.0	50.6	43.8	33.9	41.0			
414 Ponnwitz, Joanne	0.0	0.0	0.0	0.0	2.4	1.8	1.8	0.0			
30 Client Support	0.0	0.0	0.0	0.0	2.4	1.8	1.8	0.0			
43 Black, Doug	0.0	0.0	0.0	0.0	0.3	0.0	0.0	0.0			
441 Wade, Calvin	0.0	0.0	0.0	0.0	1.8	0.0	0.0	0.0			
444 Jeris, Andrea	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
559 Boyle, Joanne	0.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0			
599 Trabucco, Anna	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
621 Anderson, James F.	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
809 Norman Temporaries	0.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0			
60 Research Production Support	0.0	0.0	0.0	0.0	3.8	0.0	0.0	0.0			
559 Boyle, Joanne	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
70 General Administration	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0			
YN-I15 Custom - IBM	4.2	3.5	3.5	0.0	56.9	45.5	35.7	41.0			





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	YearYear											
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100 O'Flaherty, Tom	0.1	0.1	0.1	0.0	1.1	1.1	1.1	0.0				
414 Ponnwitz, Joanne	5.4	4.1	4.1	0.0	23.8	17.9	17.9	0.0				
483 Goff, Chase	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0				
506 McGann, John	8.5	8.5	8.5	0.0	20.5	20.5	10.6	0.0				
523 Tayler, Doug	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0				
20 Research	14.1	12.7	12.7	0.0	45.6	39.6	29.7	41.0				
414 Ponnwitz, Joanne	0.0	0.0	0.0	0.0	2.4	1,8	1.8	0.0				
0 Client Support	0.0	0.0	0.0	0.0	2.4	1.8	1.8	0.0				
559 Boyle, Joanne	0.1	0.0	0.0	0.0	0.8	0.0	0.0	0.0				
809 NORMAN TEMPORARIES	0.8	0.0	0.0	0.0	0.8	0.0	0.0	0.0				
50 Research Production Support	0.8	0.0	0.0	0.0	1.5	0.0	0.0	0.				
YN-115 Custom - IBM	14.9	12.7	12.7	0.0	49.5	41.4	31.5	41.0				

